

Letter No. NSTL/NED-Appt.-01/dated

To,
Ms. Shubhi Nigam
DIN: 11385232
401, Harrison, St Unit 2401, San Francisco,
California, San Francisco- 94105, California, USA

Dear Ms. Shubhi,

Sub.: Appointment as a Non-Executive Non-Independent Director

We are pleased to inform you that your appointment as a Non-Executive Non-Independent Director on the Board of Newgen Software Technologies Limited (hereinafter referred as “Newgen” or “the Company”) with effect from 26th November 2025 has been approved by the Members of the Company on This letter sets out the main terms and conditions of your appointment as Non-Executive Non-Independent Director on the Board of the Company.

1.	APPOINTMENT & TENURE:
1.1	In accordance with the provisions of the Companies Act, 2013, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and other applicable laws, you have been appointed as a Non-Executive Non-Independent Director on the Board of Newgen with effect from 26 th November 2025. This tenure is subject to not being disqualified to be a director under applicable laws on a continuous basis. In compliance with the provisions of Section 152(6) of the Companies Act, 2013, your directorship is subject to retire by rotation.
2	COMMITTEE MEMBERSHIP:
2.1	The Board of Directors may invite you to be appointed to one or more existing Board Committees or any such Committees that may be set in the future, of the Company. Your appointment in such Committees shall be subject to the applicable provisions of the laws.
3	COMMITMENTS:
3.1	Non-Executive Non-Independent Director: You will be expected to bring objectivity of view to the Board’s deliberations and help the Board with effective leadership in relation to the Company’s strategy, performance, and risk management as well as ensuring high standards of financial performance and Corporate Governance. You will be required to perform the duties expected from you including attending the meetings of the Board, Committees, and General Meetings and to devote sufficient time to discharge your duty effectively.
3.2	By accepting this appointment, you confirm that you are in a position to allocate sufficient time to meet the expectations of your roles to the satisfaction of the Board. The Company will train its Board members in the business model of the Company as

	well as the risk profile of the business parameters of the Company and their responsibilities as Directors.
4	INSURANCE:
4.1	The Company shall procure suitable directors & officer's liability insurance coverage for the Directors in respect of claims or liabilities resulting from his actions or omissions in connection with the Directorship, to the extent permitted by applicable laws, including under or pursuant to the Act. Such indemnification shall not extend to any negligence, default, misfeasance, breach of duty or breach of trust in relation to the Company, and any such insurance coverage shall be subject to the provisions of the applicable laws.
5	CODE OF CONDUCT, FUNCTIONS AND DUTIES:
5.1	You will be expected to perform your duties, whether statutory, fiduciary or common law faithfully, efficiently and diligently to a standard commensurate with both the functions of your role and your knowledge, skills, and experience. You will have the entire usual duties of an Director under the Company law, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, and other applicable rules thereof including attendance at board meetings, committee meetings, the annual general meeting, meetings with investors if required and members and other Board events such as site/other office visits, together with such additional duties as may be agreed by the Board, and which may relate to the business of the Company or any other member of the Group. It is expected that you will familiarize yourself with the relevant director's duties, roles, and responsibilities
5.2	<p>You are required to comply with the Company's policy/Code including the following:</p> <ol style="list-style-type: none"> 1. Newgen's Code of Ethics and Business Conduct. 2. Policy on Prevention of Sexual Harassment at Workplace. 3. Newgen's Codes under SEBI (Prohibition of Insider Trading) Regulations, 2015; 4. Code of Conduct for Directors and Senior Management Personnel.
6	LIABILITY:
	<p>Your duties and liabilities shall be as per the Companies Act, 2013 and applicable laws. As a Non-Executive Non-Independent Director, you shall be liable for acts or omissions of the Company only to the extent such liability is attributable to you under applicable law, including where:</p> <ul style="list-style-type: none"> • you participated in, approved, authorised, consented to, or connived in the act or omission; • such act is attributable to decisions taken in Board processes in which you participated; • you failed to comply with your duties under Section 166; • you did not act with reasonable care, skill, and diligence; or • liability arises under SEBI regulations
7	TERMINATION

7.1	You may resign from your position at any time and should you wish to do so, you are requested to serve a reasonable written notice to the Board through the Chairman or the Company Secretary. Your appointment may also be terminated in accordance with the provisions of the Companies Act and the Articles of Association of the Company.
7.2	You shall cease to hold office of Director if you fail to meet the criteria for a Director in accordance with the provisions of the Companies Act and Listing Regulations.
8	DISCLOSURES OF INTEREST & CONFLICT OF INTERESTS:
8.1	It is accepted and acknowledged that you may have business interests, membership other than those of the Company. As a condition of your appointment, you are required to declare any such directorships, appointments, and interest to the Board in writing in the formats prescribed under the Companies Act; from time to time. Any other position you hold, including your directorships in other organizations, shall not give rise to any conflicts of interest in relation to your appointment as the Director of the Company. If you become aware of any conflict or potential conflict during your appointment, you are expected to notify the Chairman or the Company Secretary and the same shall be placed in the Board Meeting held after such notification.
8.2	It is expected that you will not serve on the Board of the competing companies. Apart from the applicable laws and good corporate governance practice, there are no other additional limitations.
8.3	You shall be required to submit certain information on the prescribed forms on a defined periodicity and the Company Secretary shall be the coordinating officer for the same. You are required to disclose to the Company your interests and any matters (excluding those matters which may be subject to legal professional privilege). You shall comply with all statutory and regulatory disclosures, from time to time, as required under Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.
9	DIRECTORS' FEES & COMPENSATION:
9.1	You will not be an employee of the Company, and this letter shall not constitute a contract of employment. You shall be paid a sitting fee of Rs. 1,00,000/- (One Lakh Only) for attending each meeting of the Board and Committee thereof and reimbursement of Expenses incurred for attending meetings and fulfilling related roles and obligations.
9.2	The Board may revise the aforesaid fee in accordance with the provisions of the Companies Act, 2013.
9.3	The Company shall reimburse all travelling, hotel, and other incidental and related expenses properly and reasonably incurred by you in performance of duties of the Company as per the provisions of the Companies Act, 2013, in conjunction with the Company rules and policies.
9.4	You will also be eligible for commission on net profit of the Company for the year as computed in the manner specified under Sections 197 and 198 of the Companies Act,

	2013 with authority to the Board to determine the manner and proportion, if payable, within the limit as approved or may be approved by the Members of the Company time to time.
10	CONFIDENTIALITY AND ACCESS TO COMPANY RECORDS:
10.1	<p>Under the provisions of the Company law, Directors have the right to access to the Company's documents and records, including financial records, and to any employee of the Company. Any confidential information which may come to your knowledge in the performance of your duties as a director of the Company must not be divulged, except so far as</p> <ul style="list-style-type: none"> a) may be necessary in connection with the proper performance of your duties towards the Company; b) the Company may, from time to time authorize you to disclose such information as may be required by you with the condition that you will take all reasonable precautions as may be necessary to maintain the secrecy and confidentiality of all confidential information of the Company; or c) you may be mandated by law to disclose the same.
11	EVALUATION MECHANISM:
11.1	The performance of the Director shall be evaluated in accordance with the criteria and process laid down by the Nomination & Remuneration Committee ("NRC") and approved by the Board of Directors pursuant to the provisions of the Companies Act, 2013 and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.
12	SEVERABILITY:
12.1	If any provision of this Appointment Letter or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy or any amendment thereof, the remainder of this letter and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this letter shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this letter shall be replaced with a provision that is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.
12.2.	This letter of appointment shall be governed by and construed and enforced in accordance with the laws of India. This letter and any non-contractual obligations arising out of or in connection with this letter are governed by and shall be construed in accordance with, the laws of India and the parties agree to submit to the exclusive jurisdiction of the courts in Delhi.

Kindly confirm your consent to the terms set out above by signing the endorsement on the

enclosed copy of this. Please return the copy to the Company or Board at the registered office address. In returning this letter duly signed, you agree that the Company may make this letter publicly available, as required under the Companies Act, 2013.

We are confident that your association, expertise, and advice will immensely benefit the Company and the Board.

Yours sincerely
For Newgen Software Technologies Limited

T S Varadarajan
Whole-time Director

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